

# **EXHIBIT 1**

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

MAR 28 2013

TIM RHODES  
COURT CLERK

LACEY CROUCH, |

Plaintiff,

v.

LIBERTY MUTUAL,  
LIBERTY MUTUAL INSURANCE,  
LIBERTY MUTUAL FIRE INSURANCE  
COMPANY

Defendants.

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Case No. \_\_\_\_\_

CJ-2013-1881

PETITION

COMES NOW the Plaintiff, Lacey Crouch, and for her cause of action against the Defendant, Liberty Mutual, Liberty Mutual Insurance, and Liberty Mutual Fire Insurance company (collectively, "Defendants"), hereby alleges and states as follows:

PARTIES

1. The Plaintiff, Lacey Crouch, is a resident of Oklahoma County, State of Oklahoma.

2. Defendants are incorporated under the laws of the State of Massachusetts and are licensed to conduct business in the State of Oklahoma, are doing business in the State of Oklahoma and were doing business in the State of Oklahoma on or about August 22, 2010.

3. Due to their association and organization, Defendants are each liable for the actions of the others and/or their affiliated companies.

4. The events which give rise to the suit occurred in Oklahoma County, Oklahoma.

5. Venue is proper under 12 O.S. §§ 137, 187.

COUNT ONE – BREACH OF CONTRACT

6. Plaintiff hereby adopts and re-alleges each of the facts and allegations set forth above.

7. On or about August 22, 2010, in Oklahoma County, Oklahoma, Lacey Crouch was injured in an automobile accident.

8. As a result of the accident, Plaintiff suffered bodily injuries, pain and suffering and other personal injuries.

9. At the time of the accident, Plaintiff was insured for uninsured/underinsured motorist coverage under a policy of insurance written by the Defendants.

10. As an insured, Plaintiff is entitled to timely payment of policy benefits including, but not limited to, uninsured/underinsured motorist coverage.

11. Defendants have failed to make timely payment of uninsured/underinsured motorist coverage and as such, has breached the contract of insurance.

COUNT TWO – BREACH OF INSURER'S DUTY OF  
GOOD FAITH AND FAIR DEALING

12. Defendants have a duty to deal fairly and in good faith with Plaintiff.

13. Defendants unreasonably failed to deal fairly with their own insured breaching their duty to deal fairly and in good faith by failing to timely, properly, fully, and reasonably investigate the facts of the accident and reasonably evaluate and pay Plaintiff's claim.

14. As a result of Defendants' failure to deal fairly and in good faith with Plaintiff, Plaintiff suffered damages, including, but not limited to mental anguish and emotional distress.

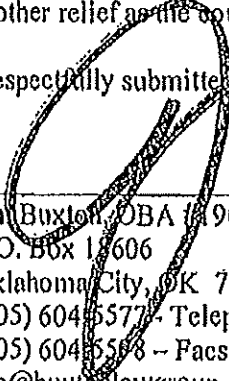
15. As a direct result of the actions of the Defendants, the Plaintiff has been damaged in an amount in excess of \$75,000.00.

COUNT THREE - PUNITIVE DAMAGES

16. The actions of Defendants during the handling of the Plaintiff's claim demonstrate they intentionally, and with malice, breached their duty to deal fairly and in good faith. The actions of Defendants were intentional, malicious and consistent with an overall collective corporate goal of increasing profits through the systematic reduction or avoidance of claims. The Plaintiff, therefore, seeks punitive damages in an amount in excess of \$75,000.00.

WHEREFORE, Plaintiff prays for judgment against the Defendants in an amount in excess of \$75,000.00 for compensatory damages and punitive damages, together with attorney's fees, costs of this action, interest, and for such other relief as the court may deem just and proper.

Respectfully submitted,

  
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Jim Buxton, OBA # 9057  
P.O. Box 18606  
Oklahoma City, OK 73154  
(405) 604-5577 - Telephone  
(405) 604-5598 - Facsimile  
[jim@buxtonlawgroup.com](mailto:jim@buxtonlawgroup.com)  
*Attorney for Plaintiff*

ATTORNEY LIEN CLAIMED